



Home Care Delivered, Inc. – Terms of Use

1) Acceptance of Terms of Use

We are pleased to offer the Home Care Delivered™ Platform, a durable medical equipment purchase platform (the “Service”), subject to these Terms of Use (“Terms”). Please read the following Terms before using Home Care Delivered, Inc.’s (“we,” “us,” “our” or “Home Care Delivered”) Service.

YOUR ACCESS TO USE THE HOME CARE DELIVERED™ PLATFORM IS SUBJECT TO ALL TERMS OF USE CONTAINED HEREIN AND ALL APPLICABLE LAWS AND REGULATIONS.

These Terms may be revised from time to time. Accordingly, you should check the Terms regularly for updates. You can determine when the Terms were last revised by referring to the “Last Revised” legend at the top of this page. Any changes in these Terms take effect upon posting and will apply to use of the Site after that date. Each time you access, use or browse the Site, you signify your acceptance of the then-current Terms.

2) We Do Not Provide Medical Advice

CAREFULLY READ ALL MANUFACTURER PACKAGING, INSTRUCTIONS, AND OTHER INFORMATION PROVIDED BY THE MANUFACTURER BEFORE USING PRODUCTS. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD SEEK APPROPRIATE EMERGENCY MEDICAL ASSISTANCE OR CALL 911 IMMEDIATELY. This Site does not provide instruction on the appropriate use of the products. The Site and the resources contained on the Site are not intended as, and should not be taken as, the delivery of medical, nursing, legal, or any other type of professional advice.

The information provided on or through this Site is for informational purposes only and does not constitute medical advice for you or any other person. We do not make any warranty or representation regarding the accuracy or completeness of any such information. Consult with your medical provider about your health care questions and do not rely on this or any other web site to make medical decisions. Never delay seeking medical advice or disregard any medical advice you have received from your provider because of anything you read on the Site.

No Physician-Patient Relationship is Established: No Endorsements. Your use of this Site and the Services does not create in any way a physician-patient relationship, any sort of confidential, fiduciary or professional relationship, or any other special relationship that would give rise to any duties on our part.

We do not recommend or endorse any specific tests, healthcare providers, procedures, treatments or opinions, service providers, or other information that may appear on the Site or through the Services. If you rely on any of the information provided by this Site or through the Services, or by Home Care Delivered's employees, or its guests or visitors, you do so solely at your own risk.

3) Permitted Users of the Home Care Delivered™ Platform

This Service is directed to persons 18 years of age or older who are residents of the United States of America ("U.S."). Home Care Delivered does not knowingly collect information from persons under age 18 or from non-U.S. residents. If you are under age 18, or you are not a resident of the U.S., you are not permitted to use the Home Care Delivered™ Platform or to submit any personally identifiable information to the hcd.com Site or Service.

4) Permitted Use of Site

The content available through the Service (the "Content") is the sole and exclusive property of Home Care Delivered and/or its licensors. Use of the Site, Service or the Content in any way not expressly permitted by these Terms is prohibited, and may be actionable under United States or international law. You agree not to access the Site or Service by any means other than through a standard Web browser and will not extract data beyond the scope of what is available through this service. You may not further copy, duplicate, reproduce, publish, modify, distribute, transmit, display, perform or create derivative works from any part of the Site, Service or the Content, including by automated or other types of data mining. You agree that you will not remove or modify any acknowledgements, credits or legal notices contained on the Site or Service. You agree not to engage in any activity at any time with the Services that risks disclosing an individual's identity.

5) Privacy Policy

Please review the Privacy Policy for the Site and Service at www.hcd.com/need-medical-supplies/legal/privacy-policy/.

6) Proprietary Rights

You acknowledge and agree that, as between Home Care Delivered and you, all right, title, and interest in and to the Site, Content and Service including without limitation any patents, copyrights, trademarks, trade secrets, inventions, know-how, and all other intellectual property rights are owned exclusively by Home Care Delivered or its licensors and are protected by United States intellectual property laws and other applicable laws.

a. **Copyright:** Copyright for all content included in the Site and Service, such as text, graphics, logos, icons, images, media, data, audio, animation, software and other information and materials, including as

collective works and/or compilations, and in the selection, coordination, arrangement, and enhancements of the Sites' Content, is the property of Home Care Delivered or its content suppliers and such content is protected by U.S. and international copyright laws.

b. **Trademarks:** The trademarks, service marks, logos, slogans, trade names and trade dress used on the Site and Service are proprietary to Home Care Delivered. Unauthorized use of any trademark of Home Care Delivered may be a violation of trademark laws. Any third-party names or trademarks referenced in the Site do not constitute or imply affiliation, endorsement or recommendation by Home Care Delivered or of Home Care Delivered by the third parties.

7) Your Indemnity of Home Care Delivered:

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HOME CARE DELIVERED, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS AND OTHERS ACTING IN CONCERT WITH IT, HARMLESS FROM ANY LOSS, LIABILITY, CLAIM OR DEMAND, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, MADE BY YOU OR ON YOUR BEHALF OR BY ANY THIRD PARTY DUE TO OR ARISING OUT OF (A) YOUR CONNECTION OR SUBMISSION TO OR USE OF THE SITE, CONTENT OR SERVICE; OR (B) YOUR VIOLATION OF THESE TERMS OF USE, ANY APPLICABLE LAWS, OR THE RIGHTS OF HOME CARE DELIVERED, INC. OR ANY THIRD PARTY.

8) User-Generated Content

a. **Prohibited Actions:** You agree that the following actions are prohibited and constitute a material breach of these Terms. This list is not meant to be exhaustive, and Home Care Delivered reserves the right in its sole discretion to determine what types of conduct it considers to be inappropriate use of the Site and Service.

Data De-Identification: Prohibited Actions that Violate Data Anonymization and HIPAA (Health Insurance Portability and Accountability Act) or other Privacy law Compliance:

- i. Share or publish any data or information that allows re-identification of individuals, or poses any such risk. While extensive technical measures have been developed and implemented by Home Care Delivered to protect against the revealing of identifying information. Home Care Delivered clients need to be careful about what data they share/release, so that no individual can be identified using that data.
- ii. Attempt to re-identify any individual using any data or information provided by Home Care Delivered.

b. **Data Safety and Security:** Prohibited Actions that Violate Data Security and NIST (National Institute of Standards and Technology) Compliance: i. Upload or download files that contain software or other material protected by intellectual property laws or other laws, unless you own or control the rights thereto or have received all necessary consents.

- i. Upload files that contain viruses, worms, Trojan horses, spyware, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- ii. Attempt to bypass or work around any security measures put in place by Home Care Delivered.

c. Other Prohibited Actions:

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- i. Use the Site or the Service for any purpose or make any other actions in violation of local, state, national, or international laws or regulations.
- ii. Violate any code of conduct or other guidelines applicable for any particular Communication Service.
- iii. Take any action that imposes an unreasonable or disproportionately large load on the Site or Service's infrastructure or otherwise in a manner that may adversely affect performance of the Site or restrict or inhibit any other user from using and enjoying the Communication Services or the Site.
- iv. Use the Site or Service for unauthorized framing of or linking to, or access via automated devices, bots, agents, scraping, scripts, intelligent search or any similar means of access to the Content or any other materials or information available from the Site.
- v. Aggregate, copy, duplicate, publish, or make available to third parties outside the Site or Service in any manner any of the Content or any other materials or information available from the Site.
- vi. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of other individuals or entities which are using the Home Care Delivered Service.
- vii. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information on a Communication Service.
- viii. Use the Site or Service to make available unsolicited advertising or promotional materials, spam, pyramid schemes, chain letters, or similar forms of unauthorized advertising or solicitation.
- ix. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- x. Engage in any other action that, in the judgment of Home Care Delivered, exposes it, any user, or any third party to potential liability or detriment of any type.

9) User Materials:

Any content or views posted, shared, transmitted or otherwise made available by users through the Site or Communication Services ("User Materials") are strictly those of the originating author, who is solely responsible for its content. Use of or reliance on User Materials is entirely at your own risk. Home Care

Delivered does not endorse any User Materials nor vouch for their reliability. Under no circumstances will Home Care Delivered be liable in any way for any User Materials.

You acknowledge that Home Care Delivered may or may not pre-screen User Materials, but that it and its designees have the right (but not the obligation) in their sole discretion to pre-screen, refuse, delete and/or move any User Materials that are available via the Site. Without limiting the foregoing, Home Care Delivered and its designees have the right to remove any User Materials that violate these Terms or are otherwise objectionable in Home Care Delivered's sole discretion. Home Care Delivered shall have no liability for such removal.

You understand that by using the Site, you may be exposed to User Materials that you may consider to be offensive or objectionable. You agree that you must evaluate, and bear all risks associated with, the use or exposure to any User Materials posted by others. You further acknowledge and agree that you will not rely on any User Material Content available on or through the Site.

10) Submissions:

You are solely responsible for the User Materials that you post, share, E-mail, transmit or otherwise make available via the Site ("Submission"). All Submissions are subject to these Terms. Home Care Delivered is under no obligation to post or use any Submission and may remove any Submission at any time in its sole discretion.

By making a Submission, you represent and warrant that your Submission is true, your own original work, and does not infringe any other person's or entity's rights, and that you and any other person mentioned or shown in your Submission agree to freely release any and all claims concerning Home Care Delivered's or its designees' use, modification or distribution of the Submission or any part thereof. You must own all rights, including copyright, to your Submission, and must hold all necessary releases concerning the contents of your Submission, if applicable. You agree that you must evaluate, and bear all risks associated with, your disclosure of any Submission.

By making a Submission, you grant Home Care Delivered and its licensees, assignees and designees an irrevocable, assignable, fully sub-licensable, perpetual, world-wide, royalty-free, non-exclusive license, in its sole discretion, to use, distribute, reproduce, modify, combine, adapt, publish, translate, rent, lease, sell, publicly perform and publicly display your Submission (in whole or in part), along with your name or any part thereof and state of residency, in Home Care Delivered's discretion, on the Site or elsewhere, and to use or incorporate all or any part of your Submission into other advertising, promotion, research, analysis or other materials in any format or medium now known or later developed. You hereby waive any right to inspect such use and any claims based on privacy, publicity, defamation, misappropriation, intellectual property or similar claims for any use of your Submission.

11) Privacy and Confidentiality Breach Notice to Home Care Delivered

User agrees to immediately notify Home Care Delivered in connection with the Prohibited Actions and/or the Privacy Policy, immediately upon any breach of privacy or confidentiality, or release of data

or information that poses any risk of re-identification of individuals, obtained or derived from using Home Care Delivered, or constitutes any risk of HIPAA or SAMHSA violation. Such notice shall state the date and nature of the event, and the reasonable steps taken to prevent the breach.

12) Notice of Publication, Breach and Claims of Copyright or Intellectual Property Infringement

All Notices, of Publication, and for breach of confidentiality or privacy, required by the previous section, may be sent to Home Care Delivered using any of the contacts below.

Home Care Delivered may, in appropriate circumstances and at its sole discretion, disable and/or terminate use by users who infringe the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Home Care Delivered's Copyright Agent (defined below) a Notice containing the following information:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest
- b. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. a description of where the material that you claim is infringing is located on the site (providing URL(s) in the body of an email is the best way to help Home Care Delivered locate content quickly);
- d. your address, telephone number, and email address;
- e. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- f. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Home Care Delivered's Copyright Agent for Notice of claims of copyright or other intellectual property infringement can be reached at the same contact as the other notices for publication and/or breach:

Home Care Delivered, Inc.
Attn: Legal Department
11013 West Broad St
Glen Allen, Virginia 23060

or E-mail: CustomerService@hcd.com

13) Links

a. **Links to Other Websites and Search Results:** The Site may contain links to websites operated by other parties. The Site provides these links to other websites as a convenience, and your use of these sites is at

your own risk. The linked sites are not under the control of Home Care Delivered and Home Care Delivered is not responsible for the content available on these third-party sites. Such links do not imply endorsement of information or material on any other site and Home Care Delivered disclaims all liability with regard to your access to, use of or transactions with such linked websites. You acknowledge and agree that Home Care Delivered shall not be responsible or liable, directly or indirectly, for any damage, loss or other claim caused or alleged to be caused by or in connection with, access to, use of or reliance on any content available on or through any other site or resource.

b. **Links to the Site:** You may link another website to the Site subject to the following linking policy: (i) the appearance, position and other aspects of any link may not be such as to damage or dilute the reputation of Home Care Delivered or the Site; (ii) the appearance, position and other attributes of the link may not create the false appearance that your site, business, organization or entity is sponsored by, affiliated with, or associated with Home Care Delivered or the Site; (iii) when selected by a user, the link must display the Site on full-screen and not within a “frame” on the linking website; and (iv) Home Care Delivered reserves the right to revoke its consent to the link at any time and in its sole discretion.

14) Modifications to Site

Home Care Delivered reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site or Service, or any portion thereof, with or without notice. You agree that Home Care Delivered shall not be liable to you or to any third party for any modification, suspension, interruption, or discontinuance of the Site or Service.

15) User Accounts

To use some of the features on the Site, you may be required to create an account and provide information about yourself to Home Care Delivered. You are responsible for maintaining the confidentiality of your account information and password. You are also responsible for all activities that occur in connection with your account. You agree that you shall monitor your account to restrict use by minors, and you will accept full responsibility for any unauthorized use of the Site and Services by minors. You are responsible for any use of your credit card by minors. You agree to notify Home Care Delivered immediately of any unauthorized use of your account. We reserve the right to close your account at any time for any or no reason.

16) Suspension and Termination Rights

Home Care Delivered reserves the right, at its sole discretion, immediately and without notice, to suspend or terminate your access to the Site for any reason, including without limitation any breach by you of these Terms. You agree that Home Care Delivered shall not be liable to you or any third party for any such suspension or termination.

17) Disclaimer

THE SITE AND CONTENT AND THE INFORMATION, SERVICES, PRODUCTS OFFERED FOR SALE AND MATERIALS AND ACTIVITIES CONTAINED IN OR ADVERTISED ON THE SITE, INCLUDING WITHOUT LIMITATION TEXT, GRAPHICS AND LINKS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, HOME CARE DELIVERED AND ITS SUPPLIERS AND RELATED PARTIES DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH INFORMATION, SERVICES, PRODUCTS AND MATERIALS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

Without limiting the foregoing, you are responsible for taking all necessary precautions to ensure that any Content or access to the Site is free of viruses or other harmful code.

18) Limitation on Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, HOME CARE DELIVERED AND ITS RELATED PARTIES DISCLAIM ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY ARISING OUT OF OR IN CONNECTION WITH THE SITE, USE, INABILITY TO USE OR PERFORMANCE OF THE INFORMATION, SERVICES, PRODUCTS AND MATERIALS AVAILABLE FROM THE SITE. IN NO EVENT SHALL HOME CARE DELIVERED OR ANY OF ITS AFFILIATED ENTITIES OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF THESE ENTITIES HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR THE EXISTENCE OF ANY LIMITED REMEDY. WITHOUT LIMITING THE FOREGOING, THE MAXIMUM AGGREGATE LIABILITY OF HOME CARE DELIVERED ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR THE SITE SHALL NOT EXCEED FIFTY DOLLARS (U.S.).

Exclusions and Limitations: Because some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you. This Limitation of Liability shall be to the maximum extent permitted by applicable law.

19) Governing Law and Disputes

These Terms shall be governed by, and will be construed under, the laws of the Commonwealth of Virginia, U.S.A., without regard to choice of law principles. You irrevocably agree to the exclusive jurisdiction by the federal and state courts located in or for the Commonwealth of Virginia, U.S.A., to settle any dispute which may arise out of, under, or in connection with these Terms, as the most

convenient and appropriate for the resolution of disputes concerning these Terms. Any cause of action or claim you may have with respect to these Terms, Home Care Delivered, the Site or its Content must be commenced within six (6) months after the claim or cause of action arises or such claim or cause of action shall be barred.

The Site and Service is controlled within the U.S. and is limited to use by citizens of the U.S. who are at least 18 years old. Home Care Delivered does not represent that the Site or Content are appropriate outside the U.S.

20) Force Majeure

Home Care Delivered shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control or unforeseen circumstances such as acts of nature or God, fire, flood, earthquake, accidents, strikes, war, terrorism, governmental act, failure of common carriers (including without limitation Internet service providers and web hosting providers), or shortages of transportation facilities, fuel, energy, labor or materials.

21) Miscellaneous

These Terms set forth the entire understanding and agreement between you and Home Care Delivered with respect to the subject matter hereof. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms shall remain in full force and effect. Headings are for reference only and in no way define, limit, construe or describe the scope or extent of such section. Home Care Delivered's failure to act with respect to any failure by you or others to comply with these Terms does not waive its right to act with respect to subsequent or similar failures. You may not assign or transfer your rights or obligations under these Terms without the prior written consent of Home Care Delivered, and any assignment or transfer in violation of this provision shall be null and void. There are no third-party beneficiaries to these Terms.

22) Questions?

Please direct any questions you may have about these Terms of Use, technical questions or problems with the Site, or comments or suggestions, to Home Care Delivered at: HCDCompliance@hcd.com.

HCD.com Terms of Use: 1/19/2023

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